

**DEPARTMENT OF GENERAL SERVICES
GENERAL PERFORMANCE STANDARDS AND SPECIFICATIONS
FOR THE STATE OF MARYLAND
LEASED FACILITIES
10,000 NET USABLE SQUARE FEET AND UP

INSTRUCTIONS TO OFFERORS**

1. This solicitation shall be conducted in accordance with the State Finance and Procurement Article of the Annotated Code of Maryland and The Code of Maryland Regulations (COMAR) Title 21. Specifically the Competitive Sealed Proposal (21.05.03) procurement method will prevail for this specific solicitation.

(Copies of COMAR, Title 21 may be obtained by contacting the Division of State Documents, P.O. Box 2249, Annapolis, Maryland 21404)

2. Any lease initiated pursuant to this solicitation is tentative and becomes final only upon approval by the Board of Public Works of Maryland.

3. **SUBMISSION OF PROPOSALS**

- a. Proposals shall be submitted on the enclosed forms, properly signed, original only, with its accompanying schedule and attachments, if any, in a sealed envelope and addressed to:

Department of General Services
Office of Real Estate
300 West Preston Street, Room 601
Baltimore, Maryland 21201

- b. The following documents/forms are included in this Request for Proposal Package:

Instructions to Offerors; General Performance Standards and Specifications for State of Maryland Leased Facilities Sections A through H; Standard State of Maryland Lease (DGS Form 680-3); Standard State of Maryland; Supplemental Lease (DGS Form 680-3A); Offer Form (DGS Form 680-2); Offeror Affiliation and Identifying Data (DGS Form 680-4); Bid/Proposal Affidavit; Lease Affidavit-Addendum A; Lease Clauses-Addendum B.

- c. Proposals shall be submitted in the enclosed envelope. In the event an envelope is not provided or not large enough, any envelope may be used, but must be marked in the lower left corner with the following statement:

THERE WILL BE NO PUBLIC OPENING
PROPOSAL DUE _____ & TIME 3:30 p.m.
PROPOSAL NUMBER LA-_____

PROPOSALS WILL NOT BE ACCEPTED AFTER DESIGNATED DATE AND TIME.

1. EXPLANATION OF PROPOSALS AND ADDITIONAL INFORMATION

PLEASE READ THIS ENTIRE DOCUMENT THOROUGHLY AND CAREFULLY, IT WILL BECOME A PART OF THE LEASE AGREEMENT. Additional information desired relative to the meaning or interpretation of conditions or specifications must be requested from the Office of Real Estate, Lease Management and Procurement Division, in writing and with sufficient time allowed for reply before submission date of Proposal. **Oral explanations or instructions are not binding.**

2. PREPARATION OF PROPOSALS

- a. Offerors shall supply all data required on the enclosed forms. Proposals shall be typewritten or in ink.
- b. Erasures on or changes to the forms must be initialed by the person signing the Proposal.
- c. Proposals must include the following documents. Failure to include the documents will render the Proposal non-responsive and the Proposal will be rejected.
 - (1) Proposal Form "Offer To Lease Space" (DGS 680-2)
 - (2) Offeror Affiliation and Identifying Data (DGS 680-4)
 - (3) Bid/Proposal Affidavit
- d. The successful Offeror shall be required to submit two copies of an accurate "as is" floor plan (or if a Proposal for a new, uncompleted structure is submitted, the design floor plan) of the area(s) offered for lease by the State within 10 days of notice of tentative award.
 - (1) Such drawings shall be to a scale of either 1/8 inch or 1/4 inch equals 1 foot.
 - (2) The State reserves the right to demand such drawings during the discussion phase, before final Proposals are requested.
 - (3) It is preferred that such drawings be submitted with the initial Proposal. The drawings need not be enclosed within the sealed envelope but may be submitted under separate cover.

3. EVALUATION FACTORS

- a. Proposals shall be evaluated based on the award criteria listed below.
- b. Each Proposal will be evaluated and awarded a value of from 0 to 15 for each award criteria. Each value will be multiplied by the weight factor assigned to that award criteria to determine the sub-score for that

criteria. All sub-scores will be added to develop the total score for each Proposal.

- c. The Smart Growth Act of 1997 and Executive Order 01.01.1998.04 established the Smart Growth and Neighborhood Conservation Policy. The Smart Growth and Neighborhood Conservation Policy provides, among other things, that (1) State agencies give priority to central business districts, downtown cores, empowerment zones and revitalization areas when funding infrastructure projects or locating new facilities; and that (2) State agencies review, evaluate and coordinate programs, services and activities in Priority Funding Areas (PFA) to enhance and support community revitalization. The Governor's initiative on Smart Growth and Neighborhood Conservation has five primary goals: reducing sprawl; supporting and revitalizing older towns and cities; permanently preserving the state's best rural resources; saving taxpayers from the high cost of infrastructure needed to support sprawl; and, protecting our fragile environment. These goals have been broadly interpreted and are changing the ways in which citizens weigh their quality of life. The Department of General Services contributes both directly and indirectly in achieving each of these goals. Therefore, to ensure that State agencies use their resources to support growth and redevelopment in Priority Funding Areas, the Department of General Services Office of Real Estate has revised and adopted new criteria when scoring proposals submitted under all competitive Request For Proposals (RFP).

The Office of Real Estate's Lease Management and Procurement Division fulfills agency space needs by locating only within designated Smart Growth areas (Priority Funding Areas), specifically concentrating on downtown areas and core business districts. Government offices are often the catalyst for renovation in inner cities. Only properties offered for lease to the State which are located within Priority Funding Areas will be considered. Properties offered for lease to the State which are not in Priority Funding Areas will be deemed non-responsive to the RFP. The same criteria shall be applied to the renewal of existing leases.

d. Award Criteria

| <u>Criteria</u> | <u>Weight</u> |
|--------------------------------|---------------|
| <u>Economic Considerations</u> | |

(Initial term rental cost. Rate per annum plus the estimated square foot rate per annum for services (electricity, cleaning, etc.) not offered by the Offeror, plus total estimated moving cost, if applicable, divided by the number of years in the initial term of the lease; plus any other identifiable cost, i.e. paid parking, etc. Any estimated costs shall be added at the same rate for each Offeror. The highest rent receives the lowest score.

5

| | | |
|-----|---|---|
| (1) | Option rental rate. Rate plus cost of services not offered by Offeror. | 2 |
| (2) | Amount of free parking offered above parking required by local zoning.. | 1 |
| (3) | Purchase option terms (When requested or as a tie breaker only) | 2 |

Location Value Points

| | | |
|-------------------------------|-----------------|----|
| Brownfield Redevelopment Site | 10 Value Points | NA |
| Central Business Districts | 10 Value Points | |
| Downtown Core Areas | 10 Value Points | |
| Empowerment Zones | 5 Value Points | |
| Enterprise Zones | 5 Value Points | |
| Revitalization Areas | 5 Value Points | |
| (Designated Neighborhoods) | | |
| Directed Growth Areas | 5 Value Points | |

Services Value Points

10 value points will be added to offers including all janitorial/cleaning services. NA

15 value points will be added to all offers including all services without escalations for expenses.

Escalations are defined in the attached addendum B, Lease Clauses, Escalation Clause.

Quality Considerations

- | | | |
|-----|---|---|
| (1) | Building Quality based on DGS inspection of structure/site. | 2 |
| (2) | Floor Level of Space Offered. First floor space receives highest value with decreasing values at higher levels. Several levels receive a lower score than fewer levels. | 2 |
| (3) | Using Unit's program consideration. Rationale must be program related. | 1 |

Social Considerations

- | | | |
|-----|--|---|
| (1) | Local Government Notification (Applied only when local government interest is expressed) | 1 |
| (2) | Public Transportation Availability. Based on the number of modes available and proximity of modes. | 1 |
| (3) | Delivery Time. | 1 |

e. The recommendation for award will be made to the Proposal achieving the highest total score based on the final Proposal. However, the State reserves the right to make the award to other than the highest point score, when in the opinion of the Secretary, Department of General Services, the award to an Offeror with other than the highest score is in the best interest of the State.

f. Whenever an award is recommended for an Offeror receiving less than the highest score, all Offerors receiving a higher score will be notified that the award will be recommended for an Offeror with a lower score and the reason therefor.

- | | |
|-----|---|
| (1) | Offerors receiving a higher score may appeal to the Assistant Secretary, Office of Real Estate within five (5) working days of the date notice is received. Depending upon disposition by the Assistant Secretary, further appeals may be made to the Secretary, Department of General Services and the Board of Public Works, in turn. |
| (2) | Appeals must be made to each level within five (5) days of receipt of the decision at the previous level. Appeals made after the time limit will not be considered. |
| (3) | Appeals shall be made in writing and may include facsimile transmission. All appeals under this procedure shall be initiated by contacting the Office of Real Estate at 410-767-4322. Instructions |

or procedures for appealing will be given when the appeal is filed.

- g. The above appeal procedure is established in addition to and not in lieu of the Protest provisions of COMAR, Title 21.10. The above procedure should be exhausted prior to the use of Title 21.10.

4. PRICE SUBMISSION

- a. Fixed rental rates must be submitted for the initial term.
 - (1) Cost-plus Proposals shall be considered non responsive.
 - (2) Proposals excluding the cost of utilities and cleaning services are acceptable but must be in compliance with Section G.
 - (3) Proposals may include requests for specific escalations, based on actual costs for taxes, utilities (excluding water and sewer) and cleaning services. CPI escalations will not be honored. The base year for such escalations shall be specified by the Offeror but shall not be before the first year of full occupancy of the lease term.
 - (4) Fixed, automatic increases/decreases (ie: \$0.25 per annum increase or decrease) may be requested. However, the average cost per square foot per annum will be used for evaluation purposes.
- b. In the event this solicitation requests options, the Offeror may decline to propose an option. In this case, a zero (0) value will be recorded in the Award Factor evaluation for

each option requested which is not offered. When options are offered the option rent shall comply with the provisions of 7 (a) above. Option rents based on a CPI factor shall not be considered and shall be treated as a declination to propose an option.

- c. Offerors may propose an alternate Proposal in the space provided on Form DGS 680-2. When an alternate Proposal is offered, the Proposal evaluated will be based on the Proposal which is deemed to be most advantageous to the State of Maryland by the Department of General Services.
- d. Fair Market Value. Restrictions imposed by the State Finance and Procurement Article, of the Annotated Code of Maryland, Title 12-205 limit the amount of annual rental (excluding expenses) which may be paid to fifteen percent (15%) of the fair market value of the rental premises. The Offeror certifies, by submitting, that the proposed rental is within this limitation. The rental will be reduced accordingly if it is determined by the State of Maryland that the rental exceeds the limitation. Appraisals may be required in support of that determination. Therefore, the Offeror shall make available to the State for appraisal purposes any pertinent information which is in its possession.

5. RECEIPT OF PROPOSALS AND CONFIDENTIALITY

- a. Receipt of Proposals. The identity of an Offeror may not be disclosed before contract award. Proposals may not be opened publicly, but shall be opened in the presence of two State employees. Proposals and modifications shall be held in a secure place until the established due date. After the established due date a Register of Proposals shall be prepared that identifies each Offeror. The Register of Proposals shall be

open to public inspection only after award of the contract. Proposals and modifications shall be shown only to State employees having a legitimate interest in them.

- b. Release of vital information by an Offeror shall disqualify that Offeror from participation in this solicitation.
- c. Release of vital information by a State employee may render the entire solicitation void. If information is released, the Procurement Officer shall consider all the facts and render a determination whether to discontinue the solicitation process or to continue the process and, if so, what action to take to assure equity for all Offerors. The Procurement Officer's decision will be final.

6. EVALUATION OF PROPOSALS, NEGOTIATIONS AND AWARD

- a. When more than one Proposal has been received and upon the closing date for receipt of Proposals the Procurement Officer may initially classify the Proposals as:
 - (1) Reasonably susceptible of being selected for award; or
 - (2) Not reasonably susceptible of being selected for award.
- b. Offerors judged by the Procurement Officer not to be responsible or Offerors whose Proposals are classified as not reasonably susceptible of being selected for award shall be so notified.
- c. Basic information on Proposals reasonably susceptible of being selected for award shall be submitted to the using Unit.
- d. The using Unit with a Department of General Services representative shall inspect all sites initially classified reasonably susceptible of being selected for award.
- e. After the inspection, the using Unit shall submit its written comments to the Department of General Services and rate all sites as excellent, good or fair. Upon the Department of General Services approval of the using Unit's classifications, all acceptable sites shall be ranked, by the using Unit, in order of preference for preliminary evaluation purposes.
- f. The Procurement Officer will prepare a preliminary evaluation for each Proposal reasonably susceptible of being selected for award.
- g. Discussions will be conducted with the Offeror of each site reasonably susceptible of being selected for award ("Qualified Offeror") as follows:
 - (1) Each qualified Offeror will be individually contacted and apprized of the weak and strong points of its offer and any changes or revisions to these specifications. Specific scores or ranking will not be discussed. The Procurement Officer may limit discussions and negotiations to only those responsible Offerors who submitted the three best Proposals based upon the Procurement Officer's preliminary review, in accordance with the evaluation factors, of all Proposals received in response to the Request for Proposals.
 - (2) The Procurement Officer may establish a maximum fair market rental rate for each premises offered and, after price negotiation, may reject as unacceptable any Proposal that exceeds the

established maximum fair market rental rate.

- (3) After all qualified Offerors have been briefed, a written best and final Proposal will be solicited from each qualified Offeror. A due date will be specified. Failure to submit a final Proposal will not disqualify an Offeror and its previous Proposal shall be construed as the best and final Proposal.
- h. After receipt of the final Proposals, the Procurement Officer shall reevaluate each Proposal and based on Evaluation Factors make a recommendation for award.
- i. After best and final Proposals are evaluated and the apparently successful Offeror determined, the Procurement Officer may conduct further discussions and negotiations with that Offeror to permit the State to obtain the best lease terms, including price, conditions, and services, subject to the requirement that any modification of the apparently successful Proposal be in the best interest of the State.
- j. Recommended awards will not be final until approved by the Board of Public Works.
- k. If negotiations and best and final Proposals fail to result in lease terms comparable to market rental rates in the area in which the Lease is required and if the apparent successful Offeror refuses to accept a lease with terms comparable to the market rental rates as determined by the Procurement Officer, the Procurement Officer may solicit additional Proposals directly without re-advertising.

7. BINDING AND IRREVOCABLE PROPOSAL

Proposals and best and final Proposals are binding and irrevocable for a minimum of 90 days following the submission closing date. Offerors may commit for longer periods. The Offeror who receives notice of preliminary award shall be bound for 60 days from the date of the notice, to permit the State to obtain Board of Public Works approval for making the final award.

8. NO PREPROPOSAL CONFERENCE

No PRE PROPOSAL conference will be held.

9. AMENDMENT TO SOLICITATION

The State reserves the right to amend the solicitation at any time prior to the Board of Public Works approval for making the final award.

- a. Form. Amendments to the solicitation shall be identified as such and shall require that the Offeror acknowledge receipt of all amendments issued. The amendment shall reference the portion of the solicitation it amends.
- b. Distribution. Amendments shall be sent to all prospective Offerors who were sent an RFP.
- c. Timeliness. Amendments shall be distributed within a reasonable time to allow prospective Offerors to consider them in preparing their Proposals. If the time and date for receipt of Proposals does not permit preparation, the time shall be increased to the extent possible in the amendment or, if necessary, by telegram, telephone or facsimile transmission and confirmed in the amendment.

10. RE OPENING MODIFICATION OR WITHDRAWAL OF PROPOSALS

- a. Procedure. Proposals may be modified or withdrawn by written notice received at the Department of General Services, Office of Real Estate before the time and date set for receipt of Proposals. The written notice may be accomplished through facsimile transmission. A telegraphic modification or withdrawal received by telephone from the receiving telegraph company office before the time and date set for receipt of Proposals shall be effective if the telegraph company confirms the telephone message by sending a written copy of the telegram showing that the message was received at the telegraph company's office before the time and date set for receipt of Proposals.
- b. Disposition of Proposal Security. If a Proposal is withdrawn in accordance with this section, the Proposal security, if any, shall be returned to the Offeror.
- c. Records. All documents relating to the modification or withdrawal of proposals shall be made a part of the appropriate procurement file.

11. LATE PROPOSALS, LATE WITHDRAWALS, AND LATE MODIFICATION

- a. Policy. Any Proposal received at the place designated in the solicitation after the time and date set for receipt of Proposals is late. Any request for withdrawal or request for modification received at the place designated in the solicitation after the time and date set for receipt of Proposals is late.
- b. Treatment. A late Proposal, late request for modification, or late request for withdrawal may not be considered. Upon the written approval of the Office of the Attorney General, exceptions may be made when a late Proposal is received before contract award, and the Proposal, modification, or withdrawal would have been timely but for the action or inaction of State personnel directing the procurement activity or their employees. A late modification of a successful Proposal which makes its terms more favorable to the State shall be considered at any time it is received and may be accepted upon the written approval of the Office of the Attorney General.
- c. Records. A record shall be made of each request for late Proposal acceptance, modification or withdrawal which shall be retained in the appropriate procurement file.

12. MISTAKES IN PROPOSALS

- a. General. Technicalities or minor irregularities in Proposals, as defined in COMAR 21.06.02.04, may be waived if the Procurement Officer determines that it shall be in the State's best interest. The Procurement Officer may either give the Offeror an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its Proposal, or waive the deficiency where it is to the State's advantage to do so.
- b. Mistakes Discovered Before Opening. An Offeror may correct mistakes discovered before the time and date set for receipt of Proposals by withdrawing or correcting the Proposal as provided in Paragraph 13.
- c. Confirmation of Proposal. When the Procurement Officer knows or has reason to conclude that a mistake has been made, the Offeror may be requested to confirm the Proposal. Situations in which confirmation may be requested include obvious, apparent errors on the face of the Proposal or a Proposal unreasonably lower than the other Proposals submitted. If the Offeror alleges a mistake, the Proposal may be corrected or withdrawn upon the written approval of the Office of the Attorney General if any of the following conditions are met:

- (1) If the mistake and the intended correction are clearly evident on the face of the Proposal document,

the Proposal shall be corrected to the intended correct Proposal and may not be withdrawn. Examples of mistakes that may be clearly evident on the face of the Proposal document are typographical errors, errors in extending unit prices, transposition errors, and arithmetical errors.

(2) An Offeror may be permitted to withdraw a low Proposal if:

- (a) A mistake is clearly evident on the face of the Proposal document but the intended correct Proposal is not similarly evident; or
- (b) The Offeror submits proof of evidentiary value which clearly and convincingly demonstrates that a mistake was made.

d. Mistakes Discovered After Award. Mistakes may not be corrected after award of the contract except when the Procurement Officer and the head of a procurement Unit make a determination that it would be unconscionable not to allow the mistake to be corrected. Changes in price are not permitted. Corrections shall be submitted to and approved in writing by the Office of the Attorney General.

e. Determination Required. When a Proposal is corrected or withdrawn, or correction or withdrawal is denied, the Procurement Officer shall prepare a determination showing that the relief was granted or denied in accordance with COMAR regulations.

13. FINANCIAL DISCLOSURE

Vendors, Lessors and Contractors providing leased premises, materials, equipment, supplies or services to the State of Maryland herewith agree to comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland which requires that every business that enters into contracts, leases or other agreements with the State and receives in the aggregate \$100,000 or more during a calendar year shall, within 30 days of the time when the \$100,000 is reached, file with the Secretary of State a list containing the names and addresses of its resident agent, each of its officers, and any individual who is a beneficial owner of 5 percent or more of the contracting business.

14. PUBLIC INFORMATION ACT NOTICE

Offerors should give specific attention to the identification of those portions of their Proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access of Public Records Act, State Government Article, Title 10, Subtitle 6, of the Annotated Code of Maryland.

15. CANCELLATION OF RFP OR REJECTION OF PROPOSALS

- a. The State, pursuant to COMAR 21.06.02.02, reserves the right to cancel this RFP in whole or in part at any time before the date set for receipt of Proposals.
- b. The State, pursuant to COMAR 21.06.02.02, reserves the right to reject all Proposals in whole or in part at any time prior to final award.
- c. The State, pursuant to COMAR 21.06.02.03, reserves the right to reject any individual Proposal in whole or in part when it is fiscally advantageous or otherwise in the best interest of the State to do so.

16. DEBRIEFING OF UNSUCCESSFUL OFFERORS

- a. Unsuccessful Offerors will not be automatically notified of their non selection for award. Offerors may assume that they have not been granted the award if no notice of recommendation for award is received within 90 days of the date set for receipt of Proposals.
- b. Unsuccessful Offerors shall be debriefed upon their written request submitted to the Procurement Officer within a reasonable time. Debriefings shall be provided at the earliest feasible time after contract award and shall be conducted by a procurement official familiar with the rationale for the selection decision and contract award.
- c. Debriefing shall be oral and shall:
 - (1) Be limited to discussion of the unsuccessful Offeror's Proposal and may not include specific discussion of a competing Offeror's Proposal;
 - (2) Be factual and consistent with the evaluation of the unsuccessful Offeror's Proposal; and
 - (3) Provide information on areas in which the unsuccessful Offeror's technical Proposal was deemed weak or deficient.
- d. Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of an evaluation committee, but may include a summary of the Procurement Officer's rationale for the selection decision and recommended contract award.
- e. A summary of the debriefing shall be made a part of the contract file.

17. ACCEPTANCE OF SPACE

- a. Delivery of Space is requested within the number of days specified in the cover letter of the RFP after Notice of Final Award. Offerors may specify a shorter or longer delivery time. Time of delivery will be an award criteria. If no other delivery time is specified in the Proposal the days specified in the cover letter of the RFP are binding.
- b. Space shall be considered accepted only upon issuance of DGS Form 680-5 (Acceptance of Space).

18. DEVIATIONS

Proposals will be construed to be in full and complete compliance with the terms, provisions and specifications of the solicitation, unless the Offeror clearly describes any deviation therefrom in the Proposal and the deviation is accepted by the Procurement Officer in writing.

19. ARREARAGES NOTICE

By submitting a response to the solicitation, an Offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes, unemployment insurance contributions, reimbursement payments and interest not barred by limitations, and that it shall not become so in arrears during the term of the contract, if selected for contract award.

20. DRUG AND ALCOHOL FREE WORKPLACE COMPLIANCE

By submitting a response to the solicitation and completion of the Bid/Proposal Affidavit, an Offeror warrants that it shall comply with COMAR 21.11.08 "Drug and Alcohol Free Workplace" and that it shall remain in compliance throughout the term of the contract, if selected for contract award.

21. RECYCLING PARTICIPATION

Offerors are advised that contract award is subject to the provisions of Section 9-1706 of the Environmental Article, Annotated Code of Maryland (Recycling Plan for State Government) requiring participation in applicable State Recycling plans and making provision for the collection and disposal of recyclable materials.

22. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 AND THE MARYLAND BUILDING PERFORMANCE STANDARDS.

Contract award and the State's acceptance of rental property shall require Offeror's compliance with the provisions of The Americans with Disabilities Act of 1990 (42 United States Code Section 12101 et seq.), and the Maryland Building Performance Standards of the Annotated Code of Maryland, Article 83B, Section 6, Subtitle 4.

23. ENERGY MANAGEMENT EFFICIENCY AND CONSERVATION

It is the policy of the State that leased space should be designed, constructed and/or retrofitted to minimize the cost to the State and achieve the most efficient use of energy resources in the operation and maintenance of leased space. Energy conservation planning is a dynamic process. State Units must continue to identify and implement cost effective energy conservation measures. Offerors should give specific attention to the identification of those portions of their Proposals that afford energy savings and efficiency in the space being offered. Methods to achieve energy and cost savings include, but are not limited to:

- a. the installation of energy efficient lighting systems, including re-lamping, which make use of "state of the art" technologies that provide efficiency levels equal to or greater than systems incorporating electronic ballasts, T-8 tubes and compact fluorescents;
- b. the installation of energy efficient heating, ventilation and air conditioning (HVAC) systems which meet or exceed the latest efficiency standards;
- c. modification of HVAC and other systems operations through the use of appropriate thermostatic controls, energy management systems, etc.
- d. the installation of water conservation devices and hot water energy conservation measures;
- e. infiltration reduction; and
- f. improvements to the thermal envelop through insulation as well as window and door treatments.
- g. DGS reserves the right to consider the use of existing systems as part of the green building criteria.

Revised February, 2001

**DEPARTMENT OF GENERAL SERVICES
GENERAL PERFORMANCE STANDARDS AND SPECIFICATIONS
FOR THE STATE OF MARYLAND**

**LEASED FACILITIES
10,000NET USABLE SQUARE FEET AND UP**

SECTION A. GENERAL

I. PURPOSE

To provide leased real estate facilities which incorporate High Performance Green Building strategies and processes to install products, components, and systems to improve building performance by significantly reducing energy consumption, increasing facility flexibility and improving user comfort and satisfaction for State Agencies.

2. INTENT

It is the intent of the following standards to describe the total scope of the project. This description is not intended as a substitute for a complete design/construction document or to eliminate the developer or contractor's need for independent analysis of conditions or requirements. The State specifically disclaims any unverified accuracy of this data.

Lessor and Lessee agree that specification changes necessary to utilize effectively a specific facility may be made, provided that any such substitution, changes or work are agreed to in writing by the Lessor and the Lessee.

3. SITE AND SITE ADAPTATION

Additional points will be given to proposers during the evaluation process for the rehabilitation of a Brownfield site or the redevelopment of an existing site or structure prior to any proposal to utilize undisturbed land. Lessor shall understand the environment of the site to ensure that appropriate sustainable site development is utilized for the project.

The adaptation of these requirements and specifications to a particular design and site or to a current structure is an architectural/engineering design issue which must be resolved utilizing appropriate licensed professionals at Lessor's expense as part of this proposal. Facility design and site plans must receive Lessee concurrence.

4. PERMITS

Lessor shall be responsible for obtaining all permits and approvals of any kind necessary for the proper and lawful execution of the work. This shall be done at his own expense.

Revised February, 2001

5. CONSTRUCTION COSTS

The Project must be assumed to include all design fees, labor, material and equipment. Design fees, labor, material and equipment not specifically shown or described but properly inferable from the documents as necessary for the finished project shall be performed and supplied by Lessor in accordance with the best recognized standards of the trade.

6. RECYCLE CONSTRUCTION AND DEMOLITION WASTE

The Lessor's design and construction team shall develop and utilize a construction waste management plan that identifies materials to be recycled and sources for their disposition. This plan must include new construction waste materials, packaging and associated clean-up activities and be approved and monitored by the Department of General Services.

Lessor shall develop and utilize a demolition waste and adaptive materials reuse recycling plan which must be approved by Department of General Services. Commonly recycled demolition materials include asphalt, bricks, concrete and masonry, metals, wood, cardboard, carpet, gypsum drywall, and ceiling tiles. Validation of said plan to be provided by on site inspections, copies of bills of lading and invoices.

7. USE OF STANDARD FORM STATE OF MARYLAND LEASE AGREEMENT

The approved Offeror will be required to execute a Standard State of Maryland Lease Agreement (Form DGS 680-3). A copy is attached. Prior to execution, the lease will incorporate, as binding conditions of the lease agreement, the requirements, terms and specifications of the solicitation, including all Performance Standards Sections and attachments as well as other provisions agreed upon.

8. TYPE OF SPACE

- a. A quality general purpose, energy efficient space is required. Space offered must be in a building of sound and substantial construction and shall conform to or be capable of being altered to conform to the requirements set forth herein.
- b. The space shall conform to all zoning and code requirements. The successful Offeror shall be responsible for obtaining all use/occupancy permits, zoning variances, licenses, etc. at its sole expense.
- c. The State of Maryland will not invoke any rights it may have under Sovereign Immunity to avoid zoning, code, license, or permit requirements.
- d. All space other than ground level offered for lease to the State must be elevator serviced and shall be in compliance, at all times, with the Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et. seq.). There will be no exceptions to this requirement.
- e. The Department of General Services reserves the right to accept or reject below street level space on a case by case basis depending on its proposed application.

9. PROPOSALS

- a. The Proposal Form requires quotation on the basis of net usable square foot rate per annum.
- b. Proposals including all services and utilities as specified in Section G are preferred.

- c. Form DGS 680-2 requires a quotation based on dollar amount and rate per net usable square foot. The rate per square foot amount shall be the binding figure and shall be used for evaluation purposes and in determining the annual rent. The annual rent shall be determined by multiplying the rate per square foot times the net usable square footage measured from the final construction drawings or on site measurement when the space is delivered.

10. DELIVERY OR CONDITION OF PREMISES

- a. The State of Maryland may at its option occupy the space progressively in suitable units provided such space is ready for use and occupancy as determined by the Department of General Services.
- b. The space must be delivered ready for use and occupancy as a complete unit or units. Being "ready for use and occupancy" includes, but is not limited to, space being newly painted and in a neat, clean condition, with all mechanical facilities, equipment and fixtures in good operating condition and meeting the specifications contained in the solicitation, including partitions.
- c. Lessor shall be responsible for final cleanup of all space, including window washing, cleaning of all interior glass, floor waxing and buffing, etc., prior to occupancy by the State of Maryland.
- d. During the process of the work and/or prior to final acceptance of the completed space, the State of Maryland reserves the right to place in the building any furniture or equipment at locations which will not interfere or inhibit preparation of the space, and such use will be without rental cost to the State of Maryland. Such action shall not be construed as evidence of the completion of the work or any portion of it or as an acceptance of the work or any part of it by the Department of General Services except as otherwise specified.
- e. The only valid evidence of acceptance of the space is a properly executed copy of "Acceptance of Space" form (DGS Form 680-5).

11. RENTAL PAYMENTS

All rental payments under the lease will be made by the Unit occupying the space on a calendar month basis beginning on the first day of the month of the lease term. Rent

invoices must be submitted to the Facility Manager at the leased location. Such invoices shall include the Lessor's Federal Tax I.D. Number or Social Security Number.

Rental shall not be paid by the Unit until the entire premises or suitable units thereof have been made ready for use and occupancy, and the Department of General Services reserves the right to determine when the space is ready for use and occupancy.

In the event the Department of General Services elects progressive occupancy by units, rent will accrue on a prorated basis for the space occupied. Determination of the commencement date shall be made after full occupancy of the space has been completed.

12. DEFINITION OF NET USEABLE SPACE

"Net Useable Space" is a term meaning the area to be leased for occupancy by the State of Maryland and/or

equipment. It is determined by:

- a. Computing the inside gross area of the space by measuring from the normal inside finish of exterior walls, or the room side finish of fixed corridor and shaft wells, or the center of tenant separating partitions; and
- b. Making no deductions for the columns and projections enclosing walls when applicable; and
- c. Deducting from the gross area the following, including enclosing walls when applicable:
 - (1) Toilets and Lounges
 - (2) Stairwells
 - (3) Elevators and Escalator Shafts
 - (4) Building Equipment and Service Areas
 - (5) Entrance and All Elevator Lobbies
 - (6) Stacks and Shafts
 - (7) Any corridors or required fire lanes in open areas as mandated by applicable fire codes.
"Corridors" shall include only those corridors which are a fixed part of the building structure, are required for access to lobbies, or are required by applicable codes.
- d. Space offered for lease to the State of Maryland must contain the required net useable square foot area as required by the solicitation, and upon delivery, the actual number of net useable square feet of space delivered will be determined by mutual field measurement. In no event shall the State pay for more net usable square footage than the amount of net usable square footage submitted by the Offeror on form 680-2 (Offer to Lease). However, the State shall be entitled to a credit/rental reduction if by mutual field measurement the amount of net usable square footage is less than the amount submitted on the 680-2 (Offer to Lease).

13 **PARKING**

- a. Offerors shall provide, free of charge, a prorata number of parking spaces prescribed for the building by zoning regulations in effect as of the date of the solicitation, based on the percentage of the total amount of space in the building occupied by Units of the State of Maryland.
- b. In the event Offerors have parking available, even though not required by zoning regulations, Offerors shall indicate the following additional information.
 - (1) Whether the parking spaces will be provided free of charge or what the maximum monthly charge per space will be during the lease term, and the number of parking spaces that will be made available. Should the Offeror provide parking spaces to the State of Maryland at a stated monthly rental rate, then and in that event the State of Maryland exercises its right of not paying local parking taxes and the Offeror agrees to and at all times shall claim this exemption with respect to parking spaces leased to the State of Maryland and the rental rate shall be exclusive of any parking taxes.
 - (2) Whether additional parking will be made available through lease directly to State employees,

the number of such spaces available, and the cost per space per month which will be charged to State employees (the State of Maryland will not be responsible for parking spaces leased directly to State employees). The information requested in this subparagraph [spp. (2)] is for information purposes only and will not be considered as an "award criteria".

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SECTION B. BUILDING REQUIREMENTS

1. GENERAL

All space submitted for possible lease to the State of Maryland shall meet the specifications presented below. Generally, all specifications are mandatory in all space leased, and the costs of meeting those specifications shall be borne by the Lessor. The State will share in some of the costs for a limited amount of the "fit-up" requirements listed in Section E.

2. BUILDING DESIGN AND SYSTEMS INTEGRATION

It is the obligation of the Lessor to provide professional design services to integrate all aspects of the project with the overall approach to integrated building systems and high performance sustainable design. These services must provide at a minimum the following:

Site: Sustainable site development which utilizes resources naturally occurring on the site such as solar and wind energy, natural shading, native plant materials, topography, drainage and optimizing use of existing infrastructure and transportation.

Enclosure: An enclosure which provides natural ventilation or capable of 100% make up air and day lighting with high performance glazing and glare control device for at least 25% of the surface area and provides the interior surface temperatures as specified.

Infrastructure: The mechanical equipment shall be high efficiency and minimize the production of greenhouse gases and the depletion of ozone. For office occupancies, wherever possible - raised flooring is preferred for data, telephone, power, and electrical.

Interiors: The lighting systems shall be split task -ambient with light sensitive, dimming electronic ballasts and high efficiency T-5 or T-8 lamps.

Materials: The building shall emphasize the use of materials and furnishing that are non-toxic, no or low-VOC, sustainable, contain high post consumer recycled content and are recyclable.

The following performance standards must be achieved in the design and construction or rehabilitation of this project.

Energy Budget: The leased space shall consume 40,000 btu/square foot/year or less of primary energy not including plug loads.

Lighting Budget: The leased space shall consume 0.9 watts/square foot or less of electrical energy for ambient lighting.

HVAC Chiller: HVAC chiller must be properly sized to meet temperature requirements

Windows: The indoor window surface temperature shall not be less than 62°F. when the outdoor temperature is 20°F .

Interior Surfaces: The indoor surface temperature of opaque wall surfaces shall not be less than 70°F. when the outdoor temperature is 20°F .

Ventilation: The ventilation system must provide air to the desk with less than 700 ppm CO₂ during hours of occupancy.

Indoor Temperatures: The indoor temperature at the workspace shall be at 73°F. +/-1°F. with building setback capability during non-operational hours. Setback setting to be approved by the Department of General Services.

Cooling Humidity: The indoor relative humidity shall not exceed 45% during the cooling season at established design conditions.

Heating Humidity: The indoor relative humidity shall be no less than 35% during the heating season at established design conditions.

3. **BUILDING VALIDATION**

A validation plan shall be adopted by the Lessor during the design phase and carried through post-occupancy evaluation to measure and verify building performance. Building validation will ensure, through documented verification, that all building systems within the facility perform interactively according to the documented design intent and operational needs. The systematic process shall begin in the design phase and last at least one year after occupancy, including the training of operating staff. In addition to testing, adjusting and balancing mechanical systems, functional testing shall be performed to determine how well mechanical and electrical systems work together and help identify system deficiencies. Functional testing of equipment and systems will be performed by the contractors to help determine whether the equipment meets operational goals or requires adjustment to increase efficiency and effectiveness. The primary goal of the validation is to identify system deficiencies as early in the project as possible and track their status until they are corrected. The validation is to assist the construction team by providing input regarding building systems prior to occupancy.

4. **PROFESSIONAL SPACE PLANNING AND INTERIOR DESIGN SERVICES**

The selected Lessor will be required to provide detailed architectural and engineering plans to meet all requirements. It is intended that the Lessor will provide a completed structure with fully-developed interior fittings and features. Lessor shall furnish to the Department of General Services for approval complete as-built drawings of the completed structure and interior design.

The Lessor shall retain professional space planning/interior design services and provide them to the Lessee as a

part of this project. These services shall be performed by a licensed architectural design firm fully experienced in all aspects of sustainable design and green architecture practices, particularly in regard to the design, colors and materials, case goods, seating and other interior materials and products. The architectural firm must have, or exhibit the willingness to learn, the fundamentals of sustainability as it relates to construction, packaging, waste management, human ergonomics, productivity and good interior air quality.

These services are to insure that the final character and configuration of the leased space, furnishings, and equipment fully satisfy the functional and aesthetic requirements of the Lessee while meeting all applicable codes and regulations.

5. CODES AND STANDARDS

The following codes and standards shall apply to the design and construction of all areas. In the event of conflicting code requirements, the most stringent code must be applied. No grandfathering of any laws, codes or standards will be allowed.

In counties where statutory building codes are in effect, space leased to the State of Maryland must comply with such codes and the Maryland Building Performance Standards upon delivery and shall be maintained in compliance with such codes, throughout the lease term. Prior to notifying the State of completion of the Demised Premises, the Lessor will obtain all use permits, completion certificates or other documents and clearances if required by local ordinance. Copies of such documents must be provided to the Department of General Services.

- a. The Attorney General has ruled that the State of Maryland is not subject to certain zoning or use permits in State owned or leased space. However, this exemption will not be invoked.
- b. The Lessor must comply with all applicable federal, state and local code, laws and regulations in effect at the time of procurement. The listing of codes below does not constitute a waiver of any other applicable federal, state or local code, laws or regulations.
- c. In counties where no building codes are in effect, leased space must comply with the following codes:
 - (1) The Maryland Building Performance Standards.
 - (2) BOCA National Code Series - Latest edition, including Basic Building Code; Fire Prevention Code; Mechanical Code; Plumbing Code and relevant codes and standards referenced therein.
 - (3) The NFPA No. 101 Life Safety Code, of latest edition, as interpreted by the State Fire Marshal.
 - (4) State of Maryland Fire Prevention Code, latest edition.
 - (5) Sediment Control Regulations of the State Water Resources Administration (where applicable).
 - (6) The National Electric Code of latest edition (NFPA70).
 - (7) Maryland State Department of Health and Mental Hygiene Regulations for Eating and Drinking Establishments. This applies whenever food preparation or serving areas are included in the leased area. Interpreted by the Environmental Health Services Section of the State Department

of Health and Mental Hygiene.

- (8) Regulations Governing Elevators, Dumbwaiters, Escalators and Moving Walks ANSI-A 17.1 of latest edition, and requirements of the State Department of Licensing and Regulation, Division of Labor and Industry.
- (9) Regulations governing the recycling of solid waste, Annotated Code of Maryland, Environment Article, Section 9-1706.
- (10) The Americans with Disabilities Act of 1990 (42 United States Code, Section 12101 et. seq.)
- (11) Local Zoning Ordinances -Latest edition with all amendments.
- (12) The latest revision of ASHRAE/IES Standards 90.1 "Energy Efficient Design of New Buildings Except Low-Rise Residential Buildings." OSHA -Latest edition.
- (13) ASHRAE 62-1989 or latest edition -Design guide for indoor air quality. Act 101 of 1988 or latest edition -Recycling.
- (14) NFPA 90.A -Installation of Air Conditioning and Ventilating Systems.
- (15) ASNI/IESNA #RP-1-1995, latest edition, American National Standard for Office Lighting by the Illuminating Engineering Society of North America proposed use. The Lessor and the design team should carefully consider lighting standards in concert with available day light, task/ambient considerations, the use of computer and control strategies to reduce reliance on artificial lighting.
- (16) Radon Gas Exposure -Lessor must evaluate the site for radiation level and Radon/Radon Progeny concentration and deal appropriately with results. Results must be provided to the Department of General Services prior to

occupancy. If at any time during occupancy the Radon/Radon Progeny levels exceed the EPA recommendations, the Lessor shall take immediate necessary corrective action.

- (17) Asbestos -No asbestos insulation or asbestos-based materials may be used in construction. The Lessor hereby agrees to abide by all applicable federal, state, and local regulations regarding the removal or abatement of asbestos. In addition, the Lessor further agrees to protect, indemnify and save harmless Lessee from and against any and all liabilities, losses, damages, costs, expenses, cause of action, suits, claims, demands or judgments of any nature arising from any injuries to, or the death of any person growing out of or connected with the presence of asbestos in the premises.
- (18) Zoning -The facility must be located in an appropriately zoned site and must allow operations as required by the conditions of the lease.
- (19) Flood Plain -Both site and access must be outside the 100-year flood zone as defined by the

Federal Emergency Management Agency, United States Army Corps of Engineers.

- (20) Wastewater and Grey Water -Any proposed facility must be connected to public sewer and water systems. These systems must have legal and adequate treatment systems and capabilities for the proposed use. The resulting connections and/or utilization of public systems must be in compliance with local, state or federal laws, rules and regulations. The Department of General Services encourages the use of bio remedial waste water treatment facilities and landscape options including grey water use. Use of advanced waste and grey water systems will be considered on a case by case basis.
 - (21) Drinking Water -Lessor shall provide and maintain hot and cold bottled drinking water dispenser on every floor if testing and treatment of on-site water does not meet drinking water standards.
 - (22) Sound and Noise Control- The Lessor shall maintain construction practices and materials to conform with STC ratings in accordance with ASTM E-90-83, latest edition.
 - (23) HVAC/Mechanical Equipment Minimum Requirements - The Lessor shall furnish all labor, materials, supervision, equipment and services necessary for and reasonably incidental to operation, maintenance, replacement and service of the mechanical systems to provide a safe working environment.
 - (24) Indoor Air Quality - The Lessor shall furnish annual indoor air quality testing in accordance with standards established by the Department of General Services.
 - (25) Maryland Occupational Safety And Health Law All space leased by the State of Maryland must comply with MOSH standards upon delivery.
- d. Enforcement. The Department of General Services reserves the right to take whatever action is necessary to enforce compliance with applicable codes throughout the term of the lease. Acceptance of the space by the Department of General Services does not relieve the Lessor of the responsibility for any defects in the space subsequently found to exist.
- (1) Prior to acceptance by the State the Lessor will certify that, to the best of its knowledge, the space meets the requirements of all applicable building codes and acts.
 - (2) During inspections for acceptance any violations found by the Department of General Services will be immediately reported to the Lessor. The Lessor will correct any reported discrepancies prior to acceptance of the space.
 - (3) During the lease term, any violations found by the Lease Management and Procurement Division or Unit personnel will be immediately reported to the Lease Management and Procurement Division and the Lessor. The Lessor will correct any reported discrepancies within 15 days. If the discrepancy cannot be corrected within 15 days, the reason for the delay and expected completion date will be reported to the Lease Management and Procurement Division.
 - (4) Failure to correct will be considered a default of the lease and the Lease Management and Procurement Division will take whatever action it deems necessary or appropriate in each case.

Actions taken by the State as a result of Code violations will be in addition to, and not in lieu of, any civil or criminal penalties to which the Lessor may be subject.

6. STRUCTURAL DESIGN

The Lessor shall design the required space such that the following minimum live loads are permissible in all areas of the structure:

| | | |
|--------------------------------|---|---------|
| Office areas | - | 70 PSF |
| File/storage areas | - | 150 PSF |
| High density filing system(s)- | | 200 PSF |

7. UTILITIES PAID BY STATE OF MARYLAND

When a utility, public or private, is to be paid for by a Unit, the Lessor shall at its expense, furnish and install a separate meter for measuring each utility consumed in servicing the space leased or for any special purposes, as required in the solicitation. Utility meters so provided shall meter only State of Maryland usage and no other usage by other occupants of the building will be recorded on the same meter for the purpose of prorata payment by the Lessee of utilities consumed.

8. ALTERATIONS, REPAIRS, OR IMPROVEMENTS REQUESTED AFTER INITIAL OCCUPANCY..

- a. Any repairs required to the Demised Premises during the lease term will be immediately reported to the Lessor. The Lessor shall be required to promptly complete the repair. The Lessor shall bear the cost of all repairs to the Demised Premises, including, as may be necessary, the costs of moving Lessee's machinery, equipment, furniture and fixtures, except when it can be established that the damage resulted from the carelessness of the Lessee or its employees. The liability for the cost of repairs to damage caused by clients of the State shall be determined on a case by case basis. Normally, damage done by clients in areas of the premises not under the control of Lessee will be borne by the Lessor, whereas damage done in the leased areas will be borne by the Lessee.
- b. During the Lease term, all requests for improvements or alterations to existing space must be negotiated and approved by the Lease Management and Procurement Division with the Lessor.
 - (1) Where such requests include an increase in the area leased, the provisions of Section E apply. The amounts to be provided by the Lessor will be determined by the amount of increase in leased space, but all or a portion of the alterations may be applied to the existing area. For example, an increase of 1,500 square feet in the leased area requires that the Lessor provide 150 lineal feet of partitioning. All, or a portion of, that partitioning may be applied to the existing space.
 - (2) The cost of alterations or improvements to existing leased space which do not include an increase in the area leased will be borne by the Unit.
- c. All materials used in State leased space must be of Commercial grade and finish acceptable to the Department of General Services.
- d. The Department of General Services:
 - (1) Reserves the absolute right to reject any existing finishes and/or materials in the Demised Premises.
 - (2) Requires all wall surfaces to be finished with no exposed masonry.
 - (3) Requires that all buildings consisting of more than one floor level having wood structure (floors

columns, walls etc.) must be equipped throughout the building with an automatic fire sprinkler system.

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SECTION C. MECHANICAL SYSTEM CRITERIA

1. HEATING, VENTILATION & AIR CONDITIONING (HVAC)

The supply system shall minimize energy consumption via capacity reductions achieved through integrated building system design and utilize no CFC ozone-depleting refrigerants. Desiccant technology shall be installed at the air handlers for de-humidification to displace latent cooling load. Heat recovery and economizer capabilities must be included in the system.

HVAC systems design shall be subject to the Department of General Services approval and shall include a dual set point system for heating and cooling with direct digital controls, and shall be maintained and operated in a manner which maximizes energy efficiency. All equipment and systems shall be in operating order 24 hours per day and shall be serviced and maintained by Lessor. Systems shall be inspected and serviced quarterly to insure proper balancing and calibration.

Temperatures

Heating and air conditioning systems shall provide and maintain an inside automatically controlled temperature under all conditions for the following areas as noted:

| | |
|---|---|
| Office and Public Areas | 73° +/-1° |
| Storage Areas | 65° heated and ventilated only |
| Physical Plant Areas | 68° heated and ventilated only |
| Enclosed Loading Dock and/or Garage Areas | 65° heated only |
| Stairs | no less than 65° heated/no more than 80° cooled |

Humidity

Humidity shall not exceed 45% during the cooling season and shall be no less than 35% during the heating season in all areas that are mechanically cooled and heated. Reduction or elevation of humidity levels will not be allowed to compensate for inadequate building envelope design.

Ventilation

The ventilation system must provide indoor air quality of not more than 700 ppm CO₂ while meeting the recommendations of the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standard 62., current revision. All air intakes shall be located to preclude the introduction of exhaust air from all exhaust air sources. Use of an economizer package allowing up to 100% outside air is acceptable provided all other conditions of temperature and humidity are met.

Increased ventilation and dedicated outside make up air shall be supplied to areas with high indoor air pollution potential which shall be provided with separate air exhausts to the exterior of the building. Exhaust fans shall not

exceed a 35 NC factor. These areas include rest rooms, lunch room, laboratories, copier rooms, service bays, garage areas and other special function spaces as defined by the Lessee.

Filtration

All heating, ventilation and air conditioning systems shall be a polyester pre-filter of a minimum 2-inch thickness and 30% efficiency installed in the system. The pre-filter shall be installed in the system in a location that all air handled by the system will pass through the pre-filter prior to distribution into the work areas and public areas. All filters shall be replaced by the Lessor on a quarterly schedule or more often as dictated by the operating conditions. During replacement operations, the HVAC system shall be completely shut off to avoid the distribution of unwanted particulate through the system.

Pressure Differentials

Sample preparation and garage areas shall maintain a negative pressure differential relative to adjacent areas to control the migration of fumes or odors. The pressure maintained in the building shall be positive relative to the outside to prevent the infiltration of air. Dedicated outside make up air shall be supplied to these spaces in order to insure full rated ventilation flow of all exhaust fans and fume hoods.

HVAC Controls

The building shall have a building automation/energy conservation system. HVAC controls shall recognize logical zoning and use patterns to maximize energy efficiency through thermal zoning and the ability to efficiently space condition when the facility is partially occupied. The system must be able to support the building use dates and times as dictated by the agency and shall have a manual, auto-resetting override for use by employees if needed for overtime work, Saturday, Sunday or holiday work. In general but subject to change at the sole discretion of the agency, the building will need to be at designated operating conditions Monday thru Friday from 7:00 AM to 7:00 PM and Saturday from 7:00 AM to 2:00 PM. A setback approved by the Department of General Services will be allowed during non-occupied periods.

2. ELEVATORS

One elevator must have inside dimensions of not less than 5'8" by 5'5" with not less than 36" door opening, if elevators are required by code unless otherwise approved by Lessee. If elevator exists, they are to be modernized to provide automatic operation and to bring equipment into compliance with the Americans with Disabilities Act. The Elevator Contractor must be an elevator manufacturer or manufacturer's approved installer.

Licenses and permits shall be provided and the required inspections and tests shall be performed. Elevators shall comply with applicable building and elevator codes, included but not limited to the following:

- ANSI A17.3 ANSI A17.1
- National Electrical Code
- MD Department of Labor and Industry Elevator Regulations
- Americans with Disabilities Act
- Uniform Federal Accessibility Standards
- Lessor to maintain a full service elevator maintenance contract approved by the Department General Services.

Existing elevators are to be modernized with the following standards as approved by the Lessee:

- A minimum standard speed of 100 FPM.

- All In-Ground Hydraulic cylinders shall be incased in sealed PVC liners. If the owner can not prove the cylinder is encased, it shall be removed and replaced with a sealed unit or an above ground system.
- All elevators over two stories shall be equipped with over speed governor and safety mechanisms capable of stopping a fully loaded car at over speed condition.
- If elevator does not meet handicap guidelines, it shall be modernized with the following criteria in mind:

Controller shall be relay-logic or non-proprietary microprocessor based controller. Complete electrical diagrams shall be provided to Lessor including all straight line prints, electronic circuitry and microprocessor logic diagrams. If a programming tool and software is needed to troubleshoot or adjust elevator, it shall be provided with the control system at no extra charge. Microprocessor shall be an "off the shelf" industrial type controller, readily available on the open market.

Components such as door operator, selector, buttons etc. shall be able to be replaced and upgraded independent of the elevator controller.

Lessor must demonstrate that all components are the most energy efficient available. When full elevator replacement or new construction is needed, buildings over four floors in height should view traction elevators as the most desired type of equipment.

The modernization shall include complete operational and control systems, new door operators, car operating stations, hall button fixtures, new cab and hoist way doors, complete cab modernization and various adjustments, safety tests and related repairs.

3. PLUMBING/UTILITIES

All plumbing and utilities shall meet the current plumbing and building codes of the municipality within which the facility is located. In no instance will grand fathering of nonconforming plumbing or utilities be allowed. All plumbing and utilities shall meet codes as designated for new construction.

All domestic hot water systems shall be equipped with an external or internal heat trap on all inlets and outlets. All water heaters shall initially be set at 110°F .

In addition to the hot, cold and waste water systems required by code, the Lessor shall provide floor drains in specific areas as approved by the Department of General Services.

Drinking Fountains.

Centrally cooled, filtered, water system, drinking fountains, or the automatic electric type fountains shall be located at appropriate locations so that a person will not need to travel more than 150 feet on one floor to reach same. The water shall be chilled to between 48 and 52 degrees Fahrenheit. There shall be a minimum of one fountain on each floor containing office space.

Restroom Fixtures

Restrooms shall be provided within the leased space for employees and sized in accordance with the Restroom Fixture Schedule within.

Toilet Fixtures.

For the purpose of determining the required toilet facilities, the actual number of persons shall be based on one person for each 150 square feet of net usable office space to be serviced by the toilet facility. The calculation is based on total space to be serviced, not just the portion leased by the State. For estimating purposes, the occupancy population should be estimated at 50% men and 50% women.

| | MEN | | | WOMEN | | |
|----------------------|------------------|---------|------------|------------------|------------|---|
| Number of Persons | Water Closets | Urinals | Lavatories | Water Closets | Lavatories | |
| 1 to 8 | 1 | 1 | 1 | 2 | | 1 |
| 9 to 24 | 2 | 1 | 2 | 3 | | 2 |
| 25 to 36 | 2 | 1 | 2 | 3 | | 2 |
| 37 to 56 | 3 | 2 | 3 | 5 | | 3 |
| 57 to 75 | 4 | 2 | 4 | 6 | | 4 |
| 76 to 96 | 4 | 2 | 5 | 6 | | 5 |
| 97 to 119 | 5 | 2 | 5 | 7 | | 5 |
| 120 to 144 | 6 | 3 | 6 | 9 | | 6 |
| 145 to 171 | 6 | 3 | 6 | 9 | | 6 |
| 172 to 200 | 7 | 3 | 7 | 10 | | 7 |
| 201 to 220 | 8 | 4 | 7 | 12 | | 7 |
| 221 to 240 | 8 | 4 | 8 | 12 | | 8 |
| 241 to 260 | 9 | 4 | 8 | 13 | | 8 |
| 261 to 280 | 10 | 4 | 9 | 14 | | 9 |
| 281 to 300 | 11 | 4 | 9 | 15 | | 9 |

EXAMPLE:

Space leased by State - 5,000 square feet.

Total net usable square feet available for floor - 15,000

Estimated Total Occupancy: 15,000 - 150 square feet/person = 100

Number of Men - 100 x 50% = 50

Number of Women - 100 x 50% = 50

| | | | |
|--------------------|---------------|---------|------------|
| Fixtures required: | Water Closets | Urinals | Lavatories |
| Men's Rooms | 3 | 2 | 3 |
| Women's Rooms | 5 | | |

Toilets. Separate toilet facilities for men and women shall be provided on each floor in the building. The facilities shall be located on each floor so that a person need not travel more than 150 feet on one floor to reach same. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and lavatories in compliance with the fixture schedule set forth below. In addition, each main toilet room shall contain the following:

- (a) A liquid soap dispenser, shelf, and mirror above lavatory. In addition, the women's toilet rooms will require a single full length mirror approximately 2' wide and 4' high, installed near the exit.
- (b) A modern two or three roll toilet paper dispenser in each water closet stall is preferred. Single roll dispensers are acceptable.
- (c) A coat hook on inside face of door to each water closet stall and on several wall locations by lavatories.
- (d) A minimum of one modern paper towel dispenser and waste receptacle for every two lavatories.
- (e) A coin-operated sanitary napkin dispenser in women's toilet room with waste receptacle for each water closet stall.
- (f) Ceramic tile floor and ceramic tile-wainscot from the floor to a minimum height of 4'6". The remaining wall areas must be finished with sheet rock and paint.

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SECTION D. ELECTRICAL SYSTEM CRITERIA AND COMPONENTS

1. ELECTRICAL POWER DISTRIBUTION

Characteristics to be provided to the Lessee include:

208Y/120 Volt, Three-phase, Four-Wire

All materials and components in this installation shall be new and shall be installed in conformance with the requirements of NFPA 70, the National Electrical Code, the National Board of Fire Underwriters and any state and local authority having jurisdiction. All electrical services and installation shall meet the current codes for new construction within the regulating jurisdictions. In no event shall grand fathering of existing electrical services or

installations be allowed under the lease agreement.

The electrical design plans shall be provided by the Lessor and approved by the Lessee.

The modular distribution system shall be an eight-wire power distribution system with either a four or six port power distribution module as approved by the Department of General Services.

All isolated ground circuits shall be established by connection of a fully insulated ground wire from the isolated ground receptacle to the isolated ground bus within the branch circuit panel board serving that circuit. The isolated ground bus shall be bonded to the building grounding electrode at the main distribution panelboard.

Provide a Surge Protection Device (SPD) system capable of intercepting and limiting transient voltage spikes caused by natural events such as lightning strikes or other disturbances on the electrical distribution lines. The SPD devices shall be UL 1449 listed. All main distribution panel boards and branch circuit panel boards shall each have an SPD device connected to or integral to the panel board.

One special purpose, dedicated circuit (i.e. 208 volt, 30 amp) utility outlet with isolated ground shall be installed per 1,000 NUSF as designated by the Lessee. Additionally 10 non-dedicated 120 volt 20 amp electrical outlets shall be provided and installed per 1,000 NUSF places as designated by the Lessee.

The following electrical requirements shall be provided within the telecommunication room(s):

- At least one (1) dedicated 120 volt 20 amp circuit with duplex receptacle shall be mounted within 30" of each equipment cabinet or rack. (Example: five racks - five dedicated circuits)
- At least five (5) dedicated 120 volt, 20 amp circuits, each with a duplex receptacle shall be mounted on the plywood mounting boards spaced evenly around the perimeter of the room.

A separate electrical meter for the Lessee's tenancy space shall be provided and installed. All metering equipment shall be UL approved.

2. LIGHTING

Except where otherwise provided in this specification, lighting shall be designed in accordance with the American Standard Practice of the Illuminating Engineering Society of North America, ANSI/IESNA #RP-1-1995 or later revision.

Office areas shall provide ambient lighting at the levels stated below under minimum lighting levels with combined indirect and direct pendent mounted luminaires unless otherwise designated by Lessee. The lighting system shall consist of a split ambient and task lighting system with the use of high-efficiency lamps and fluorescent lighting fixtures for auxiliary spaces as designated by the Lessee. All fluorescent lighting fixtures shall be energy-efficient, dual electronic ballast type capable of split switching and suited to the application. Instant start ballasts shall be used where the fixtures are turned on and left on all day. Rapid start ballasts shall be used in auxiliary spaces where the fixtures will be turned on and off by occupancy or motion controls.

Recessed fluorescent fixtures shall be three (3) lamp, twenty-four (24) cell or four (4) lamp, thirty-two (32) cell parabolic diffuser type fixtures suitable for split switching. Split switching of the 2' x 4' fluorescent lighting fixtures shall be standard where utilized in conference rooms, and special use areas. Conference rooms and other special rooms shall include recessed-can type dimmable incandescent fixtures utilizing tungsten halogen lamps.

In general, the lighting schemes should avoid high contrast, scalloped patterns, or other visually distracting results. Lighting control technologies shall be installed to effectively combine the use of daylight and fluorescent lighting with daylight sensors and dimmable fluorescent ballasts in open office areas and lobbies. Occupancy sensors shall be installed to reduce energy consumption by switching off fixtures in unoccupied areas. Coordinate all spaces for occupancy sensor control with the Lessee.

Ambient lighting shall consume no more than 0.9 watts/square foot with a measured minimum of 50 foot-candles at the work surface. T-8 or T-5 fluorescent lamps shall be provided with a color rendering index (CRI) of 85 and a color temperature of 3500°K.

Lessor shall provide, install and replace all light bulbs, lamps, ballasts and starters required throughout the term and any available option periods during the lease. All replacement lamps shall meet the above specification.

Minimum Lighting Levels - foot candles throughout measured from 30" above fixed floor.

| | | |
|--------------------------------|---|---|
| Work Surface | - | 50 ft-candles |
| Common Area Hallways/Corridors | - | 30 ft-candles |
| Restrooms | - | 40 ft-candles (to be controlled by occupancy sensor) |
| Parking Lot Areas | - | Minimum high pressure sodium 1 ft-candle at the furthest curb. Parking lot and exterior lighting shall be controlled by a programmable timer with an integrated photocell control device) |
| Exit Lighting | - | LED type fixtures consuming no more than 2 watts per fixture |

The Lessor shall provide initial and replacement supplies of incandescent bulbs, fluorescent tubes, starters, ballasts, switches and other related items, together with appropriate labor to provide and maintain satisfactory illumination in service throughout the life of the Lease.

3. **TELECOMMUNICATIONS**

Telecommunications Access

Lessor will furnish all required machinery and equipment to provide access for telephone service to the Demised Premises which is not provided as part of the basic charge of installing telephone service by the telephone company (limited only to the equipment which is necessary to permit the installation of lines and instruments for normal office telecommunications service but not the line or instruments themselves). The Lessor will also furnish any wall or floor space required for switching equipment, either in mechanical areas designed for this purpose or in the basement of other infrequently used areas.

For Use with Raised Floor

The location of all voice, data and video cabling outlets for the Access Floor Workstation Modules and wall mounted locations shall be identified on the telecommunications system plan. This plan shall be provided to the Lessee prior to rough-in to allow for coordination with system hardware locations and the proposed office furniture locations.

All telecommunications cabling shall consist of four individually twisted pair, 24 AWG solid insulated conductors, enclosed by jacket. Voice and Data cabling shall be easily identifiable by using two different jacket colors (i.e. Voice cabling -gray, Data cabling -white). All four pairs of every station cable for voice and data shall be terminated on eight-pin modular connectors at the patch panel and the W AO in accordance with T568B specifications. Each cable shall be logically labeled at both ends, in addition to the W AO faceplate labeling, using a wrap around label. All terminations shall be separate and distinctly identifiable and clearly designated with logical identifiers at both

ends. All horizontal cabling shall be type C:MP communications plenum cable, low smoke, heat resistant Halar type insulation and that has been manufactured and tested after January 1, 1997.

All telecommunication cabling under the access flooring system shall be supported on J-hooks or other appropriate cable support mechanism attached to the floor supports. In no case shall telecommunications cabling lay directly on the sub-floor or any portion of the building infrastructure.

The modular patch panels shall be mounted in either freestanding racks or cabinets of sufficient size and located in the telecommunications room in such a way to provide a minimum of 36" front and rear clearance to the walls. The modular patch panels shall be sized to terminate all horizontal voice and data cabling and sized to accommodate 20% future growth. Each rack, cabinet and patch panel shall be provided with adequate vertical and horizontal wire management devices.

All fiber optic cable installed shall be 62.5/125 μ m multi-mode duplex cable.

Provide a 1" x 12" x 3/8" copper busbar designated Telecommunications Main Ground Bus (TMGB), mount on the plywood backboard in the vicinity of the Voice Main Cross-Connect. Run one #6 AWG copper ground conductor, in conduit, from this busbar back to the building ground at the Main Distribution Panelboard. All racks, frames, patch

panels and cabinets in the telecommunications room shall be individually connected to the TMGB using a #10 AWG green ground wire.

Voice Main Cross-Connect (MC)

The Voice MC shall consist of the telephone system DEMARC and the stacked, modular patch panels. The Voice MC shall be mounted on either a freestanding cabinet or rack located in the telecommunications room. The Voice MC shall consist of one set of stacked 110-type, modular patch panels wired in accordance with T568B specifications. This set of modular patch panels shall be designated as the advice side and shall terminate the home-ruits of Enhanced Category 5 cable from each voice jack at the WAO. The telephone company Network Interface Devices shall have each port labeled with the telephone company designated telephone number, and the device side modular patch panels shall have each port labeled with the voice jack logical identifier. Cross-connects/patch cords shall be provided from the Network Interface Devices to the device side patch panels. The WAO voice jacks shall be labeled by floor and jack sequentially (i.e. 2V-X and 3V-XX) using a stick-on identifier.

Data MC

The Data MC shall be mounted on either freestanding cabinets or racks located in the telecommunications room. The Data MC shall be separate from but located adjacent to the Voice MC. The Data MC shall consist of one set of stacked 110type, modular patch panels, with wire management, wired in accordance with T568B specifications. The Data MC shall terminate the home-runs of Enhanced Category 5 cable from each data jack at the WAO. The modular patch panels shall have each port labeled with the data WAO logical identifier. The WAO data jacks shall be labeled by floor and jack sequentially (i.e.: 2D-XX and 3D-XX) using a stick-on identifier .

Cross-Connect/Patch Cables

Provide an adequate number of cross-connect/patch cables for each port on the patch panels to complete the system. The cables shall consist of pre-manufactured, pre-teste4, Enhanced Category 5 cables with eight-pin modular jacks at either end for use at the Voice MC, the Data MC, and from the WAO to each computer. Provide patch cords of various lengths based on the layout of the telecommunications room to allow proper interconnection of devices while neatly dressing the cables through the wire management harnesses. Provide pre-manufactured

ten-foot length patch cords for each data outlet at the WAO.

Jacks

All voice and data cabling shall be terminated on compliant eight-pin modular jacks wired according to T568B specifications. The typical WAO shall consist of one voice cable and two data cable terminated in the same box or Access Floor Workstation Module with faceplate and appropriate labeling. Voice jacks shall be white or neutral; Data jacks shall be blue.

System Testing

All terminations and telecommunications cabling shall be tested in accordance with ANSI/TIA/EIA- TSB 67 Transmission Performance Specifications for Field Testing of Unshielded Twisted-Pair Cabling Systems using a Microtest@ PentaScanner or equivalent device capable of recording, storing and transferring test data to a PC for documentation purposes. The pass/fail test parameters shall include at a minimum for each cable form the patch

panel to the WAO's: WAO designation, cable length, wire map, attenuation, and near-end crosstalk (NEXT). Telecommunications cabling that fails any test shall be corrected or replaced and re-tested.

Provide the Lessee with a copy of the test data in both hard copy and on diskette using Word Perfect compatible format.

4. SECURITY SYSTEM - WHEN OCCUPYING TOTAL BUILDING

The building(s) shall be secured with an automated perimeter-type security system that incorporates intrusion alarm capabilities through all perimeter doors and windows and allows for motion detection in designated sensitive areas.

The State may request and receive a new security system and/or associated hardware after a break-in or a series of thefts or other similar, unusual occurrences.

5. FIRE ALARM SYSTEM

The demised premises and building in which the Lessee is housed shall be protected by a centrally controlled and annunciated, non-coded, ADA compliant fire alarm system including audible and visual alert devices, manual pull stations, automatic heat/smoke detectors, remove annunciation and automatic communication to a central station monitoring agency. The Lessor shall provide the fire alarm system designed, installed and tested in accordance with the NFPA 72 National Fire Alarm Code and federal, State and local codes, whichever is more stringent.

Provide detectors in electrical rooms, mechanical rooms, telecommunication rooms and storage areas.

Hand-held multi-purpose dry chemical or CO₂ type fire extinguishers shall be provided by the Lessor in areas of concentrated electrical equipment and telecommunications equipment as designed by the Department of General Services. Hand-held ABC type fire extinguishers shall provided by the Lessor as required by the NFPA codes.

All fire alarm systems shall be maintained, upgraded and tested by the Lessor as required by the NFPA

Revised February, 2001

DEPARTMENT OF GENERAL SERVICES GENERAL PERFORMANCE STANDARDS AND SPECIFICATIONS

**FOR THE STATE OF MARYLAND
LEASED FACILITIES
10,000 NET USABLE SQUARE FEET AND UP**

SECTION E. INTERIOR CONSTRUCTION AND FINISHES

All building materials, systems, components, products and assembly techniques and methods shall adhere to the Lessee's goal of sustainable design and high performance green architecture. The Lessor and design team shall institute a program of construction waste management and recycling that will minimize construction and furnishings waste material going to landfills. All construction material, finishes, furnishings and accessories shall be environmentally responsible and appropriate for use in spaces that are designed for maximum occupant performance. These items shall emphasize low embodied energy, sustainable production, high post consumer material content, be free of deleterious chemicals and compounds, and shall be manufactured and available locally whenever possible.

I. ACCESS FLOORING SYSTEM WHEN APPLICABLE (Site Permitting)

An access flooring system shall be provided to utilize an underfloor air plenum system. Installation of the access flooring system shall use the latest techniques and procedures to design and install the access flooring system as recommended by the manufacturer. The flooring system shall be provided in the entire facility with the exception of the center core and the garage area.

2. FLOOR DIFFUSERS (When Applicable)

The appropriate number of relocatable underfloor-mounted diffusers shall be provided in the raised flooring system to allow for more direct supply of fresh air to the work locations subject to Department of General Services approval.

3. FLOOR COVERING

The Lessor shall provide fifty percent (50%) of the demised premises in carpeting and fifty percent (50%) in alternate floor covering. Any modification to the above at the request of the agency and the Department of General Services will be treated as a debit/credit calculation when determining excess tenant fit-up.

Carpeting

The Lessor shall install new carpeting in all rooms except in rest rooms, central duplicating rooms, stairs, designated storage rooms, lunchroom, and other areas excepted by Lessee. All carpeting materials shall be new and installation shall be wall-to-wall and completed prior to installation of all interior de-mountable walls. Carpet material shall be 100% commercial grade nylon fiber 6 or 6.6 which is solution dyed with EPA

An approved antimicrobial protection and be 100% recyclable to an equal or higher use. Carpet tiles shall be provided and be cut by the die cut method only. Carpet material shall have a face weight of 28 ozs. with a 1/13 tufted multi-level loop, 9.0-9.5 stitches per inch or better, static resistant of 1.0 KVS and a minimum denier of 6000 with unitary backing. The Carpet must have a minimum 15 year wear '3D(warranty such as manufactured by Collins and Aikman or Department of General Services approved equal which has Green Seal's recommendation or certification. Color of carpeting shall be subject to approval of Lessee.

All doors in carpeted areas shall be undercut sufficiently to permit free swinging. The grade and color of carpeting shall be subject to approval of Lessee. Carpeting must conform to Federal Occupation Safety and Health Regulations concerning fire proofing.

Carpet shall be replaced during the term and option period(s) as needed and as requested by the Department of General Services where normal wear and tear so requires.

Linoleum Flooring-Sheet Goods

Flooring areas designated by Lessee shall consist of Marmoleum floor covering. Flooring shall be installed using 1/10" gauge and have jute backing. Flooring shall be installed in a workmanlike manner in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100% solvent-free adhesive. Heat welded is to be used as recommended by manufacturer. Flooring shall be replaced during the term and option period(s) as needed and as required by the Department of General Services where normal wear and tear so requires.

Tile Flooring

Tile flooring provided in the lobby, reception and other designated area(s) shall be manufactured with no toxic substances or waste and consisting of 70% recycled post industrial and post consumer glass in a ceramic matrix as approved by the Department of General Services. Tile flooring shall be installed in a workmanlike manner in strict accordance with manufacturer's approved installation instructions, using the appropriate environmentally friendly adhesive. The color and pattern of the tile shall be subject to approval by Lessee.

4. FLOOR MATS

Floor mats of appropriate size and material shall be provided for all exterior entrances into the facility. Floor mats shall be replaced during the term and option period(s) as needed and as required by the Department of General Services where normal wear and tear so requires. The style and color of mat(s) shall be subject to approval by Lessee.

5. INSULATION

In all its procurement documents for renovations to the premises, the Lessor shall require that any insulation provided for the renovations must contain the minimum percentage of post consumer paper or recovered material as shown below for the applicable product:

Material Type Percentage By Weight

| | |
|---|---|
| Cellulose Loose-fill and spray on paper | 75% post consumer |
| Perlite composite board paper | 23% post consumer |
| Plastic rigid foam, polyisocyanurate/ polyurethane: | |
| Rigid Foam | 9% post consumer or recovered material |
| Foam-in-place | 5% post consumer or recovered material |
| Glass ridge foam | 6% post consumer or recovered material |
| Phenolic ridge foam | 5% post consumer or recovered material |
| Rock wool | 75% post consumer or recovered material |

The Lessor shall provide documentary evidence that the insulation provided for the renovations was produced with the required minimum percentage of post consumer paper or recovered material as appropriate.

6. TENANT DEMISING/SEPARATING PARTITIONING.

The Lessor will provide all partitioning separating the State leased space from common areas of other tenants. Such partitioning shall meet minimum code requirements and have a minimum sound transmission class of 50 (Where space is leased for several Units, the partitioning separating the various Units will be considered "interior partitioning")

- a. Interior Partitions and Walls. The partitioning requirements as established in these specifications may be met with existing partitions and walls, provided that, in the opinion of the Department of General Services, the location and type of partitions lend themselves to efficient office layout. Low density, combustible fire board materials shall not be used as interior finish. In the event existing partitions are unacceptable to the Department of General Services, new partitions must be furnished in accordance with the requirements and standards.
 - (1) Amount: Interior ceiling high and bank type sub-dividing partitions including nonpermanent corridor partitions necessary for internal flow of traffic, shall be furnished by the Lessor at the rate of one linear foot of partitioning for each 10 net usable square feet of office space, except as provided in the above paragraph.
- b. Minimum type and quality.
 - (1) Ceiling High Partitions. Minimum Partition Type: Demountable with all metal components or a combination of metal and gypsum wall board components with a minimum sound transmission class of 35. Upon request of the Department of General Services, Offerors must specify type of partitioning to be provided and certification as to the minimum sound transmission rating.
 - (2) Wallboard and Metal Stud: These partitions are to be installed on the finished floor and must be of metal stud and wallboard refinished construction minimum 5/8" sheet rock taped and finished in a workmanlike manner.
 - (3) Metal Movable Partitions: These partitions are manufactured in ceiling height and approximately 7' 3" high (3/4 height). They shall be flush type not less than 2 1/4" nor more than 3" thick and shall consist of movable hollow metal insulated panels and may contain opaque or clear glass upper panels with double insulated and fillers (omit glass if not specified). Base shall be removable and provide for lay-in concealed wiring on both sides. Partitions shall be factory fabricated, designed for erection over finished floors, and shall be in standard units. Where panel and glazed or door units are of different width, the increments shall be maintained. Design shall permit extension two, three, or four ways, without removing adjacent units. Provision shall be made for electrical wiring throughout the assembly.
 - (4) Demountable Panel Partitions: Construction is similar to the metal movable partition except that the panel surfacing material shall be either gypsum or other materials acceptable to the Department of General Services.
 - (5) Bank-Type Partitions: Partitions shall be flush type with lower panel 1 5/8" thick with a plus tolerance of 1/8" and a minus tolerance of 3/16", approximately 5'7" high and shall consist of movable and interchangeable hollow metal insulated panels and post construction with upper corrugated plastic or plate glass panels. Posts shall be 1 3/4" square. The panels shall be uniform widths. The bottom of

each panel shall be approximately 6" clear of the floor and have recessed space for electric wiring for exterior attachment, including spring clip holder for the wire.

- c Sound conditioning material shall be provided for 10% of the partitioning required in addition to all toilet rooms and mechanical room walls. The sound conditioning shall be a minimum sound transmission class of 50.

7. RESTROOM PARTITIONS

Toilet partitions installed in restrooms shall be manufactured using a minimum of 50% recycled High Density Polyethylene plastic coloring and flame retardant agents that are both recycled and recyclable such as Perma-Poly panel boards or Department of General Services approved equal. Hardware and installation shall be in accordance with the manufacturer's recommendations. Color selection to be approved by Lessee.

8. INTERIOR DOORS

Doors. A minimum of two (2) doors will be provided permitting ingress to and egress from each leased area on each floor. In addition, interior doors will be provided on the ratio of one door for each 25 lineal feet of partitioning required by the specifications regardless of the amount of partitioning actually used. The interior doors shall consist of 36" wide solid core doors composed of 100% recycled materials such as wheat board unless otherwise specified by the Department of General Services. Doors shall be finished using nontoxic, water based urethanes or similar environmentally sensitive products, as required by their function and location. Doors shall be provided with hardware, compliant with ADA, stops and master keyed locks as indicated by Lessee. All door frames shall be steel.

9. EXTERIOR DOORS

All exterior doors and frames shall be constructed of steel or aluminum and foam insulated. All hardware shall conform to the requirements of all applicable codes.

10. FIRE EXIT DOORS INTO FIRE TOWERS

Exit doors into stair wells or fire towers shall be fire rated and as required by any applicable codes.

11. CEILINGS

Acoustical tile and grid system for ceilings shall be selected to reduce energy costs and provide sustainable design. All ceilings shall be at least 9 feet in height above finish flooring. Acoustical products shall have a Class-A fire resistance per ASTM E 1264 and a flame spread of 0-25 per ASTM E 84 100% post consumer recycled content. Ceiling tiles shall have a 89% minimum light reflectance with a minimum NRC of .70 in compliance with ASTM C 423 and a CAC minimum of 35 in compliance with ASTM E 1414, such as the Intima Hi-LR series as manufactured by Armstrong World Industries, Inc. or Department of General Services approved equal. Ceiling(s) in the telecommunication/data room(s) must be provided with acoustical tile on a suspension grid system.

All ceilings shall be acoustical tile suspended by an intermediate duty suspension grid system unless the exposed interior shell and structural system comprise an acceptable interior environment that does not need a suspended ceiling system for acceptable aesthetic, acoustic and lighting requirements. Any exposed mechanical and electrical

elements are acceptable if in accordance with codes and if treated in an aesthetic manner and approved by the Department of General Services and subject to a credit for Lessee for ceiling systems not installed..

12. WINDOWS

The total window area for either an existing or constructed facility shall be a minimum of 25% of the total wall facade to create a pleasant environment for visitors and staff. Window selection and location should maximize day lighting potential and place occupants in close proximity of windows. All windows must have approved E rating and meet performance specification criteria in accordance with Section B. 2. Building Design and System Integration.. All windows shall be professionally cleaned inside and out prior to occupancy and shall be cleaned semi-annual thereafter.

13. WINDOW COVERING

Window covering shall be provided, unless agreed upon by the Department of General Services that the building configuration is such as to preclude its need. Window covering shall be provided to allow transmittal of visible light, provide higher shading coefficients, reduce glare and reduce solar heat gain in the facility. The window covering shall be provided in a polyester screen cloth and shall be UV resistance with anti-bacterial and anti-fungi characteristics. Color and density of screen cloth to be approved by Lessee.

14. PAINTS. STAINS AND VARNISHES

All new or existing permanent walls shall be prepared and painted prior to occupancy. Paint shall be a semi-gloss latex enamel, solvent-free, water-based, and non VOC emitting paint. Preparation and application shall be completed in accordance with manufacturer's recommendations.

Paint for such items as door and window frames, steel doors, etc., shall have a minimum of two coats of paint unless stipulated otherwise. Paint for general interior and exterior applications shall be a water-based, zero- or low-VOC latex paint and primer. Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments of lead, cadmium, chromium VI, antimony and their oxides. If solvent-based paints are required for exterior use, the VOC levels shall not exceed 150 grams/liter. Solvent based paints shall not be formulated with more than 1% aromatic hydrocarbons by weight.

The use of water-based stains and transparent finishes for the use of wood finishes shall be provided with less than 100 grams/liter for stain or transparent finishes. Immediately after occupancy, Lessor will refinish marred walls during weekends or holidays. If occupancy already occurs, painting must be done on weekends or holidays. Color selection to be approved by Lessee.

Lessor shall repaint the premises every five (5) years during the term of this Lease and any option terms.

15. SEALANTS. ADHESIVES AND COMPOUNDS

All sealants, adhesives and compound products used in this project shall be non-toxic, low odor and solvent free and shall be antimicrobial with no hazardous vapors and contain no carcinogenic materials.

16. RESTROOMS

Interior finishes of toilet facilities shall consist of ceramic tile flooring and walls at least 4 1/2 feet in height. Ceramic tile shall be installed in a workmanlike manner in strict accordance with manufacturer's approved installation instructions, using the appropriate environmentally friendly adhesive. The remaining wall area shall be prepared and painted. Preparation and application shall be completed in accordance with manufacturer's recommendations.

Color and material to be approved by Lessee.

17. JANITOR CLOSETS.

Janitor closets shall be provided on all floors, containing a service sink with hot and cold water supply and ample storage space for cleaning equipment, materials and supplies.

18. SIGNAGE Door Signs, Directory Board Service.

Signage, if furnished by the Unit, shall be installed by the Lessor in an approved location adjacent to all exterior and interior office entrances. The Lessor will be responsible for furnishing and installing ADA compliant signs to indicate toilets, closets, stairways, etc.

Glass-enclosed changeable letter directories of the wall mounted or upright type with lock, shall be provided by the Lessor in the main lobby areas in multi-tenant buildings.

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SECTION F. LANDSCAPING

Landscaping and other site amenities must be included as part of this lease and maintained by the Lessor

Retain and protect as much on-site vegetation as possible and restore degraded areas. Plant native and naturalized shrubs, ground covers, and grasses with water requirements appropriate to the regional to reduce irrigation requirements as well as water pollution from pesticides, herbicides, and fertilizers. Trees should be utilized to shade at least 60% of impermeable surfaces of the property. Plant materials should be utilized to provide food and/or cover for native wildlife species. 100% recycled mulch that is made from shredded pallets and construction waste should be utilized on this project.

NOTE: All above requirements are site specific as well as demised premises specific.

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SECTION G. SERVICES

1. GENERAL

- a. This schedule presents a breakdown of services to be rendered in leased facilities and delineates responsibilities for costs and performance. An all inclusive discussion is virtually impossible. However, an understanding of this schedule will provide an insight as to probable responsibilities for those items not specifically mentioned.
- b. Specific times are delineated as to when certain services must be provided. Where the nature of the program requires, the times specified may be modified during the negotiations and such alternate times will be specified in the Lease.
 - (1) Regardless of the times specified for particular services, the State shall have the right to use the premises 24 hours a day, seven days a week. However, unless otherwise stated, the services to be provided shall be limited to 7:00 a.m. to 7:00 p.m., Mondays through Fridays and 7:00 a.m. to 2:00 p.m. on Saturdays, except legal State of Maryland holidays.

2. MAINTENANCE

The Lessor shall be responsible for all maintenance on an as required basis. The Lessor, as may be necessary for the maintenance of the Demised Premises, for the items listed, shall be responsible for the costs of moving Lessee's machinery, equipment, furniture and fixtures. Unless otherwise stated, all costs for the items listed are normally unaffected by occasional use of the space on weekends or late evening hours.. Insofar as possible, all maintenance shall be scheduled at times which will not interfere with the operation of the Lessee.

- a. Roof, Exterior Walls and Premises, Doors and Windows. The Lessor shall provide the labor, material, and supervision to adequately maintain the structure, the roof, the exterior walls and premises, windows, doors, and any other necessary building appurtenances to provide watertight integrity, structural soundness, and acceptable appearance.
- b. Mechanical and Electrical Equipment and Systems. The Lessor shall provide labor, materials and supervision to maintain mechanical and electrical equipment and systems in a satisfactory condition, to provide reliable service without unusual interruption, disturbing noises, or exposure to fire or safety hazards.
- c. Elevators. The Lessor shall provide labor, materials, and supervision to maintain the elevators in a reliable, safe, and operable condition. Inspection required by the codes shall be provided for as prescribed and a current certificate shall be posted in the cab of each elevator.
- d. Fire Equipment. The Lessor shall furnish labor, materials, and supervision to service and maintain any internal fire equipment, sprinkler systems, stand pipes, or fire escapes in a constant state of readiness.

Hand fire extinguishers shall be serviced in accordance with applicable codes or at least yearly and dated to show the last time they were inspected and/or recharged.

- e. Plumbing and Sewage Systems. The Lessor shall furnish labor, material, and supervision to maintain reliable, operable, and safe plumbing and sewer facilities in accordance with applicable codes. This includes hot and cold water lines, hot water, heat or steam distribution lines, waste lines, drains, sewer lines, grease traps, vents, sinks, faucets and any other related appurtenances.
- f. Repairs. Any repairs required to the Demised Premises during the lease term will be immediately reported to the Lessor. The Lessor shall be required to promptly complete the repair. The Lessor shall bear the cost of all repairs to the Demised Premises, including, as may be necessary, the costs of moving Lessee's machinery, equipment, furniture and fixtures, except when it can be established that the damage resulted from the carelessness of the Lessee or its employees. The liability for the cost of repairs to damage caused by clients of the State shall be determined on a case by case basis. Normally, damage done by clients in areas of the premises not under the control of Lessee will be borne by the Lessor, whereas damage done in the leased areas will be borne by the Lessee.

3. **PLUMBING AND SEWAGE SYSTEMS**

Plumbing, sewage, toilet supplies and facilities will be operable at all times except when curtailment is necessary for repairs or maintenance. All water consumption or sewage charges shall be borne by Lessor.

4. **CLEANING SERVICES**

Responsibilities for providing and paying for cleaning services are negotiable and will be handled as specified in each lease. A schedule for minimum cleaning services is hereinafter provided.

- a. Offerors shall specify in the appropriate section of Form DGS 680-2 whether the cost of cleaning services shall be borne by the Lessor or Lessee.
- b. When the provisions of the Proposal provide that the State is responsible for cleaning services, the Lessor must, at its cost, provide those items marked with a single asterisk (*) in all cases plus, in multi-tenant buildings, all items marked with a double asterisk (**).
- c. When cleaning services are to be provided by the Offeror at its expense, all items on the schedule must be provided. The Lease Management and Procurement Division may, at its discretion, permit minor frequency adjustments to the schedule. Requests for services on Saturdays, Sundays, or holidays are not permitted even though Unit personnel may be using the space on those days. All cleaning services inside the limits of the leased space must be scheduled for after 5:00 p.m. on work days.
- d. Cleaning Services Schedule (Asterisks are explained in Paragraph 4 b above.).

(1) Daily services, Monday through Friday:

** (a) Toilets.

- i. Floor shall be swept and wet-mopped or scrubbed with germicidal detergent .
- ii. Water closets and urinals shall be washed and sanitized. No rust or encrustation shall remain. Traps shall be maintained, free from odor at all times. Washbasins shall be clean.
- iii. Mirrors, shelving, dispensers, and chromium fixtures

shall be damp-wiped and polished.

- iv. All other surfaces shall be spot-cleaned and horizontal surfaces dusted.
- v. Paper towel waste receptacles shall be emptied and towel, soap, and toilet paper dispensers serviced and adequately supplied prior to occupant's official starting time. In addition, during the occupant's working hours, waste receptacles shall be emptied, dispensers serviced and adequately supplied, washbasins cleaned, and the rooms policed to remove paper, trash, or spillages on a schedule based upon traffic demand. Sanitary napkin receptacles shall be emptied, cleaned, disinfected, and provided with a new paper bag liner daily.

(b) Room Cleaning. Office areas, file rooms, conference rooms and the corridor space adjacent to these areas shall receive the following daily cleaning:

- i. Wastebaskets shall be emptied and the wastepaper and trash removed to main disposal area.
- ii. The full floor area is to be swept daily with a treated sweep mop to remove all dirt, dust, and litter.
- iii. All carpeted areas are is to be vacuumed daily to remove all dirt, dust, and litter. Spot cleaning carpet as necessary.
- iv. Horizontal surfaces of desks, files, and chairs, shall be dusted with a treated dust cloth. Glass desk tops shall be cleaned with an untreated cloth.

** (c) Elevators. All surfaces in the interior of passenger elevators, including doors, shall be cleaned, and all bright metal services polished. Vacuum clean rugs. Resilient floors shall be cleaned. Floors of freight elevators shall be swept. All exposed surfaces of escalator treads and risers, landings, and adjacent areas shall be cleaned and all bright metal surfaces polished.

** (d) Lobbies and Corridors. Floors shall be swept or, if carpeted, vacuumed. Hard floors shall be wet-mopped or scrubbed and resilient floors damp-mopped and buffed on those floors having exterior building entrances. Ash receptacles shall be emptied, washed, and dried. Drinking fountains shall be cleaned and paper cups replenished, as necessary. Clean entrance door(s) glass to remove finger prints and smudges.

* (e) Stairways. Stair landings and steps shall be swept or vacuumed. Hand railings, ledges, grilles, fire apparatus, doors, and radiators shall be dusted.

** (f) Loading Platforms. Loading dock areas and platforms shall be swept.

(g) Waste Collection and Removal. All refuse, trash, and garbage, including that from snack bars and vending machines, shall be collected and removed from the building. Where applicable, Lessor agrees to cooperate with Lessee's Waste Material Recycling Program governed by Section 9-1706 of the Environment Title of the Annotated Code of Maryland.

* (h) The Lessor shall, in all cases, provide trash receptacles (trash cans, dumpsters, etc.) at a location convenient to the Demised Premises and also provide for removal of trash at least three times a week.

(2) Weekly Services.

- (a) Room Cleaning. Dust horizontal surfaces of files, chairs, tables, bookcases, window sills, and other furniture with a treated dust cloth. All wall surfaces within approximately 70" of the floor shall be spot-cleaned.
- ** (b) Lobbies. Resilient floors shall be damp-mopped and buffed and hard floors shall be scrubbed or wet-mopped on all floors not having exterior building entrances. All telephone booths shall be cleaned.
- * (c) Outside Entrances. Landings, steps and sidewalks adjacent to entrances shall be hosed down (except in freezing weather) and the water removed. All unpainted metal doors and handrails shall be damp-wiped and polished.
- * (d) Garages, Sidewalks, and Parking. Garages, ramps, driveways, paved parking areas, and sidewalks shall be swept. If a power sweeper is used, it must be equipped with a vacuum dust control system.
- ** (e) Stairways. Steps, risers, and landings shall be wet-mopped or scrubbed; glass surfaces cleaned; and bright metal and woodwork polished. Walls shall be spot-cleaned to a height of approximately 70".

(3) Every Other Week Services.

- ** (a) Toilets. The full surface area of wall, stall partitions, doors, window frames, and sills shall be damp-wiped.
- (b) Storage Area. Sweep full floor area of any storage space with a treated sweep mop.

(4) Monthly Services.

- ** (a) Toilets. Wastepaper receptacles shall be damp-wiped inside and out. Toilet resilient floors shall be stripped, waxed and buffed. Nonslip floor wax shall be used.
- (b) Room Cleaning. Wall surfaces within approximately 70" of the floor, vertical surfaces, and under surfaces (knee wells, chair rungs, table legs, etc.) shall be dusted. Glass in doors, partitions, pictures, and bookcases shall be damp-wiped. On a monthly schedule, in between the normal quarterly waxing performance, floors shall be damp-mopped and buffed. Clean all air vents, window sills and emergency light fixtures.
- ** (c) Lobbies and Corridors. Main corridors and other heavy traffic areas having resilient flooring shall be stripped, waxed, and buffed.

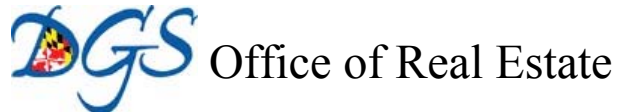
(5) Quarterly Services.

- (a) Room Cleaning. Resilient flooring shall be stripped, waxed, and buffed. Nonslip floor wax shall be used.
- ** (b) Lobbies and Corridors. Resilient flooring in normal traffic areas in public space shall be stripped, waxed, and buffed. Metal door thresholds shall be cleaned and polished. Dust blinds.
- * (c) Garages and Driveways. Garages, ramps, loading platforms, and driveways within the building shall be hosed or scrubbed.

- (6) Three Times a Year Service: Room Cleaning. All surfaces in the building approximately 70" or more from the floor shall be cleaned by dusting or vacuuming. This includes Venetian blinds, light fixtures, and all air vents.
 - (7) Twice A Year Services: Room Cleaning. All window glass, glass deflectors, clear and opaque glass in partitions, doors, and transoms shall be washed.
 - (8) Annual Services: Room Cleaning. Carpet to be cleaned by hot water/steam extraction method. All Venetian blinds shall be washed. When removed for cleaning, the blinds shall be replaced within two days. All light fixtures shall be washed. All rugs shall be cleaned and shampooed.
 - (9) Services to be Performed as Required.
- ** (a) Entrances and Elevators. Entrance and elevator rugs shall be cleaned and shampooed as needed to provide a good appearance. During inclement weather, entrance lobby floors shall be damp-mopped and kept clean and dry.
 - * (b) Snow and Ice Removal. All walkways, entrances, and parking lots shall be clear of snow and ice.
 - * (c) Exterminating Pest exterminating services to the space leased by the State as well as those areas directly affecting the leased space, so as to eliminate and prevent pest infestation within the leased space. Pre-occupancy and post-occupancy application of compounds for the extermination of insects shall be approved by the Department of General Services as a condition of the RFP, and shall include the following or approved substitutes prior to application: Diatomaceous earth, Pyrethrin (natural or synthetic 2%), Silica gel. Extermination services to be provided after normal working hours. Lessor shall notify State tenant by posting the extermination schedule as well as chemicals at least 48 hours in advance of application.
 - * (d) All sidewalks, parking areas, garages, driveways, lawns and shrubbery shall be maintained in a neat and attractive condition.

NOTE: Cleaning service to use low or no VOC cleaning products and further provide and maintain on site all MSDS for all cleaning products and required training certificates for any hazardous materials utilized.

Pest control vendor to provide and maintain on site all MSDS for all exterminating products and required training certificates for any hazardous materials utilized.



TO: All Respondents to RFP's

FROM: Linda McGovern, Chief
Lease Management and Procurement

RE: Modification to General Performance Standards and Specifications for the
State of Maryland Leased Facilities 10,000 net useable square feet and up,
dated February 2001

DATE: September 27, 2002

Effective immediately, the language in Section D, Number 3, TELECOMMUNICATIONS,
Telecommunications Access is replaced with the following:

3. TELECOMMUNICATIONS

Telecommunications Access

Lessor shall furnish at no charge to the State all conduit and cabling from the street to the Minimum Point of Penetration (MPOP) room and all conduit with pull-string from the MPOP to all State telephone closets, including the Main Distribution Frame (MDF) closet and any and all Intermediate Distribution Frame (IDF) closet(s) with 3/4" fire rated plywood on all walls from 18" Above Floor Finish (AFF) to the ceiling in any and all MDF and IDF closets. Lessor to furnish the floor space required for said MPOP room at no charge to the State. Lessor also to furnish at no charge to the State ring and string (with conduit where required) to all locations designated on the approved space plans.